

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI9288

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Global Crossing Airlines, Inc.		01/15/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	UrbanX Air Mobility, Inc.		
Street Address:	4200 NW 36th Street, Building 5A, 4th Floor		
Internal Address:	Miami International Airport		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33166		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	90891558	URBAN X AIR MOBILITY	
CORRESPONDENCE DATA			
Fax Number:	8662895775		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6465277323		
Email:	jenna@jfk-lawyer.com		
Correspondent Name:	Jenna F. Karadbil		
Address Line 1:	174 W. 4th Street #319		
Address Line 4:	New York, NEW YORK 10014		
NAME OF SUBMITTER:	JENNA KARADBIL		
SIGNATURE:	JENNA KARADBIL		
DATE SIGNED:	02/07/2024		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“Agreement”) is made and entered into as of January 15, 2024, by and between Global Crossing Airlines, Inc. and UrbanX Air Mobility, Inc.

WHEREAS, Global Crossing Airlines, Inc. (“Assignor”), a Delaware corporation, having a principal place of business at 4200 NW 36th Street, Building 5A, 4th Floor, Miami International Airport, Miami, Florida 33166, is the owner of all right, title and interest in and to certain trademarks, service marks and/or trade names, as identified in Schedule A, attached hereto and incorporated herein by reference (collectively, the “Assigned Marks”), and the goodwill associated therewith; and;

WHEREAS, UrbanX Air Mobility, Inc. (“Assignee”), is a Delaware corporation, having a principal place of business at 4200 NW 36th Street, Building 5A, 4th Floor, Miami International Airport, Miami, Florida 33166; and

WHEREAS, Assignee desires to acquire from Assignor and Assignor has agreed to convey, deliver, transfer and assign to Assignee all of Assignor’s right, title and interest in and to the Assigned Marks and all goodwill of the business symbolized by the Assigned Marks, along with that portion of the business to which the Assigned Marks pertain.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby intends to be legally bound by and agrees as follows:

Assignment: Assignor hereby sells, conveys, delivers, transfers and assigns to Assignee, all of Assignor’s right, title and interest in and to, including any and all common law rights therein and thereto, together with the goodwill of the business associated therewith, and symbolized by, the Assigned Marks, and the registrations, applications, renewals and extensions therefore, along with that portion of the business to which the Assigned Marks pertain, and all benefits, privileges, causes of action and remedies relating to any of the foregoing, whether before or hereafter accrued, free and clear of any lien, claim or encumbrance, including, without limitation, the exclusive rights to apply for and maintain all such registrations, applications, renewals and/or extensions, all rights to any damages and profits, due or accrued, arising out of past, present or future infringements of the Assigned Marks, and the right to police, monitor, enforce, and sue for and recover such past, present or future infringements or any other violations of the Assigned Marks.

Authorizations: Assignor hereby further authorizes the Commissioner Trademarks of the United States, and the appropriate official in any other country, to issue any and all trademark and service mark registrations, amended registrations and renewals that have been or may be granted upon any application or petition for same, to Assignee, and Assignee’s successors and/or assigns.

Cooperation: Assignor agrees to execute any and all documents and to do all other lawful acts as may be required by Assignee to establish and protect the rights assigned herein.

Binding Agreement: The terms and covenants of this Agreement shall inure to the benefit of Assignor, its successors, assigns and other legal representatives, and shall be binding on Assignor and its successors, assigns and other legal representatives.

Authority: Each party hereto represents and warrants that it has full power and authority to execute this Agreement and to take all actions required by, and to perform the agreements contained in this Agreement, and that the each party's respective obligations under this Agreement do not conflict with its obligations under any other agreement by which a party is bound.

Counterparts: For the convenience of the parties hereto, this Agreement may be executed and delivered (by facsimile or PDF signature) in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first set forth above.

Global Crossing Airlines, Inc.

DocuSigned by:
Edward Wegel
0019EB6B9FE74DF...
By: _____
Name: Edward J. Wegel
Title: Chairman & CEO

UrbanX Air Mobility, Inc.

DocuSigned by:
Lucy Morillo
690F03F5C5354DE...
By: _____
Name: Lucy Morillo
Title: President & CEO

Schedule A – TrademarksFiled Applications:

Office	Trademark	Application No.	Goods/Services
United States	URBAN X AIR MOBILITY	90/891,558	Services – International Class 39 – Air transportation; Air transportation of passengers; Air charter transportation services.

Common Law Marks:

URBANX

URBANX logo

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